

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

0 Valuation of Security 0 Assumption of Executory Contract or Unexpired Lease 0 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**

In Re: **John F O' Donnell**

Case No.: 19-20032

Judge: VFP

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS

☐ Original
☐ Motions Included

☒ Modified/Notice Required
☐ Modified/No Notice Required

Date: 12/06/2019

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney DLS Initial Debtor: JFO Initial Co-Debtor _____

Part 1: Payment and Length of Plan

- a. The debtor shall pay 800.00 Monthly to the Chapter 13 Trustee, starting on December 1, 2019 for approximately 53 months.
- b. The debtor shall make plan payments to the Trustee from the following sources:
- ☒ Future Earnings
 - ☐ Other sources of funding (describe source, amount and date when funds are available):
\$2,190.00 already paid into plan
- c. Use of real property to satisfy plan obligations:
- ☐ Sale of real property
Description:
Proposed date for completion: _____
 - ☒ Refinance of real property:
Description: 542 Westwood Ave., Rivervale, NJ 07675
Proposed date for completion: In month 24 of plan
 - ☐ Loan modification with respect to mortgage encumbering property:
Description:
Proposed date for completion: _____
- d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.
- e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection

☒ NONE

- a. Adequate protection payments will be made in the amount of \$ _____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).
- b. Adequate protection payments will be made in the amount of \$ _____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: _____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

- a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

| Creditor | Type of Priority | Amount to be Paid |
|---|----------------------|-------------------|
| Scura, Wigfield, Heyer, Stevens & Cammarota, LLP | Attorney Fees | 2,560.00 |

- b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:
☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

| Creditor | Type of Priority | Claim Amount | Amount to be Paid |
|----------|------------------|--------------|-------------------|
|----------|------------------|--------------|-------------------|

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor | Collateral or Type of Debt | Arrearage | Interest Rate on Arrearage | Amount to be Paid to Creditor (In Plan) | Regular Monthly Payment (Outside Plan) |
|-----------------|---|-----------|----------------------------|---|--|
| State Farm Bank | 542 Westwood ave Westwood, NJ 07675 Bergen County | 48,096.39 | 0.00 | 48,096.39 | 2,009.28 - regular mortgage payments |

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor | Collateral or Type of Debt | Arrearage | Interest Rate on Arrearage | Amount to be Paid to Creditor (In Plan) | Regular Monthly Payment (Outside Plan) |
|----------|----------------------------|-----------|----------------------------|---|--|
|----------|----------------------------|-----------|----------------------------|---|--|

c. Secured claims excluded from 11 U.S.C. 506: ☐ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

| Name of Creditor | Collateral | Interest Rate | Amount of Claim | Total to be Paid through the Plan Including Interest Calculation |
|--------------------------|------------------------|---------------|-----------------|--|
| Bristol County Sava Bank | 1976 Cadillac Eldorado | 5.0% | 6,541.00 | 7,406.00 |

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Superior Liens | Value of Creditor Interest in Collateral | Annual Interest Rate | Total Amount to Be Paid |
|----------|------------|----------------|------------------------|----------------|--|----------------------|-------------------------|
|----------|------------|----------------|------------------------|----------------|--|----------------------|-------------------------|

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☒ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

| Creditor | Collateral to be Surrendered | Value of Surrendered Collateral | Remaining Unsecured Debt |
|----------|------------------------------|---------------------------------|--------------------------|
|----------|------------------------------|---------------------------------|--------------------------|

f. Secured Claims Unaffected by the Plan ☒ NONE

The following secured claims are unaffected by the Plan:

Creditor

g. Secured Claims to be Paid in Full Through the Plan ☒ NONE

| Creditor | Collateral | Total Amount to be Paid through the Plan |
|----------|------------|--|
|----------|------------|--|

Part 5: Unsecured Claims ☐ NONE

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$ _____ to be distributed *pro rata*
- ☐ Not less than ___ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. **Separately classified unsecured** claims shall be treated as follows:

| Creditor | Basis for Separate Classification | Treatment | Amount to be Paid |
|----------|-----------------------------------|-----------|-------------------|
|----------|-----------------------------------|-----------|-------------------|

Part 6: Executory Contracts and Unexpired Leases ☒ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

| Creditor | Arrears to be Cured in Plan | Nature of Contract or Lease | Treatment by Debtor | Post-Petition Payment |
|----------|-----------------------------|-----------------------------|---------------------|-----------------------|
|----------|-----------------------------|-----------------------------|---------------------|-----------------------|

Part 7: Motions ☒ NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J.

LBR 3015-1. A Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). ☒ **NONE**
The Debtor moves to avoid the following liens that impair exemptions:

| Creditor | Nature of Collateral | Type of Lien | Amount of Lien | Value of Collateral | Amount of Claimed Exemption | Sum of All Other Liens Against the Property | Amount of Lien to be Avoided |
|----------|----------------------|--------------|----------------|---------------------|-----------------------------|---|------------------------------|
|----------|----------------------|--------------|----------------|---------------------|-----------------------------|---|------------------------------|

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☒
NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Superior Liens | Value of Creditor's Interest in Collateral | Total Amount of Lien to be Reclassified |
|----------|------------|----------------|------------------------|----------------|--|---|
|----------|------------|----------------|------------------------|----------------|--|---|

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Amount to be Deemed Secured | Amount to be Reclassified as Unsecured |
|----------|------------|----------------|------------------------|-----------------------------|--|
|----------|------------|----------------|------------------------|-----------------------------|--|

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon Confirmation
☐ Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Lease Arrearages
- 5) Priority Claims
- 6) General Unsecured Claims

d. Post-Petition Claims

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☒ **NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.
 Date of Plan being modified: _____.

| Explain below why the plan is being modified: | Explain below how the plan is being modified: |
|--|--|
| Debtor was denied a loan modification and therefore debtor wishes to partially cure the arrears through the plan with the balance being paid through a refinance | Part 1a modified to reflect a monthly payment of \$735 for the remaining 53 months of the plan; b was modified to add \$2,190 already paid into plan; c was modified to remove loan modification and add refinance of property 24 months into plan Part 2b was modified to remove adequate protection payments Part 4a was modified to reflect debtor making regular mortgage payments of \$2,009.28 and to update the amount of arrearages to be paid Part 5a modified to modify the unsecured claims to be paid Pro Rata from remaining funds |

Are Schedules I and J being filed simultaneously with this Modified Plan? ☒ Yes ☐ No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

| | |
|-------------------------------|--|
| Date: <u>December 6, 2019</u> | <u>/s/ John F O' Donnell</u> John F O' Donnell Debtor |
| Date: _____ | _____ Joint Debtor |
| Date: <u>December 6, 2019</u> | <u>/s/ David L. Stevens</u> David L. Stevens 034422007 NJ Attorney for the Debtor(s) |

Certificate of Notice Page 7 of 8

United States Bankruptcy Court
District of New JerseyIn re:
John F O' Donnell
DebtorCase No. 19-20032-VFP
Chapter 13**CERTIFICATE OF NOTICE**

District/off: 0312-2

User: admin
Form ID: pdf901Page 1 of 2
Total Noticed: 42

Date Rcvd: Jan 17, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 19, 2020.

db
518251534 +John F O' Donnell, 542 Westwood Ave, Rivervale, NJ 07675-5563
518251534 +Accounts Receivable, 1806 33rd Street, Suite 180, Orlando, FL 32839-8846
518346914 +Basralian Funeral Service, 559 Kinderkamack Road, Oradell, NJ 07649-1510
518251535 +Bristol County Savs Ba, 29 Broadway, Taunton, MA 02780-3261
518372463 +Citibank, N.A., 701 East 60th Street North, Sioux Falls, SD 57104-0493
518251538 +Citibank/Exxon Mobile, Citibank Corp/Centralized Bankruptcy, Po Box 790034,
Saint Louis, MO 63179-0034
518251541 +Delaware Department of Transportation, Delare E-ZPass Violations Center, PO Box 697,
Dover, DE 19903-0697
518251542 E-Zpass, New York Service Center, PO Box 149004, Staten Island, NY 10314-9004
518251543 +Ezpass Violations, PO Box 15186, Albany, NY 12212-5186
518251545 +Harvey Grossman, Harvey Trust, 32 Mount Holyoke, Rancho Mirage, CA 92270-3669
518251547 +KML Law Group, PC, 216 Haddon Avenue, Ste. 406, Westmont, NJ 08108-2812
518251548 +Law Enforcement Systems, LLC, PO Box 3032, Milwaukee, WI 53201-3032
518413707 +MPV New Jersey, PO Box 1870, Cary, NC 27512-1870
518251549 +MidAmerica Bank & Trust Company, Attn: Bankruptcy, 216 West Second St,
Dixon, MO 65459-8048
518413708 +NJ EZ Pass, PO Box 4971, Trenton, NJ 08650-4971
518251551 +Pascak Valley Dental, 449 Old Hook Road, Emerson, NJ 07630-1323
518251553 +Retrieval Masters Collection Agency, 2269 Saw Mill Road, Elmsford, NY 10523-3832
518251554 +Retrieval Masters Collection Agency, 4 Westchester Plaza, Suite 110,
Elmsford, NY 10523-1616
518251557 +United Collection Bureau, PO Box 1448, Maumee, OH 43537-8448
518413711 Universal Recovery Corporation, PO Box 3003, Rancho Cordova, CA 95741-3003

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: usanj.njbankr@usdoj.gov Jan 18 2020 00:24:52 U.S. Attorney, 970 Broad St.,
Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg +E-mail/Text: ustpreregion03.ne.ecf@usdoj.gov Jan 18 2020 00:24:47 United States Trustee,
Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,
Newark, NJ 07102-5235
cr +E-mail/PDF: gecsedirecoverycorp.com Jan 18 2020 00:30:13
Synchrony Bank c/o PRA Receivables Management, LLC, PO BOX 41021, Norfolk, VA 23541-1021
cr +E-mail/PDF: gecsedirecoverycorp.com Jan 18 2020 00:30:12
Synchrony Bank, c/o PRA Recievables Management, LL, POB 41021, Norfolk, VA 23541-1021
518251536 +E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jan 18 2020 00:28:54 Capital One,
Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
518251537 +E-mail/Text: bk.notifications@jpmchase.com Jan 18 2020 00:24:37 Chase Auto Finance,
Attn: Bankruptcy, Po Box 901076, Fort Worth, TX 76101-2076
518251539 +E-mail/Text: bankruptcy_notifications@ccsusa.com Jan 18 2020 00:25:44
Credit Collection Services, Attn: Bankruptcy, 725 Canton St, Norwood, MA 02062-2679
518251540 +E-mail/Text: bankruptcy_notifications@ccsusa.com Jan 18 2020 00:25:44
Credit Collection Services, 725 Canton Street, Norwood, MA 02062-2679
518251544 +E-mail/Text: bankruptcy_notifications@ccsusa.com Jan 18 2020 00:25:44 Geico,
Credit Collection Services, 725 Canton Street, Norwood, MA 02062-2679
518358466 +E-mail/Text: accountservices@greenarrowloans.com Jan 18 2020 00:25:58 Greenarrow Loans,
PO Box 170, Finley, CA 95435-0170
518251546 E-mail/Text: JCAP_BNC_Notices@jcap.com Jan 18 2020 00:25:12 Jefferson Capital Systems, LLC,
Po Box 1999, Saint Cloud, MN 56302
518251550 +E-mail/Text: bankruptcydpt@mcmcg.com Jan 18 2020 00:24:45 Midland Funding,
2365 Northside Dr Ste 300, San Diego, CA 92108-2709
518333473 +E-mail/Text: bankruptcydpt@mcmcg.com Jan 18 2020 00:24:45 Midland Funding LLC,
PO Box 2011, Warren, MI 48090-2011
518370743 E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Jan 18 2020 00:30:23
Portfolio Recovery Associates, LLC, c/o Citgo, POB 41067, Norfolk VA 23541
518251552 +E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Jan 18 2020 00:54:25
Portfolio Recovery, Po Box 41021, Norfolk, VA 23541-1021
518251555 +E-mail/Text: bkprpt@retrievalmasters.com Jan 18 2020 00:24:45 RMCB, PO Box 1235,
Elmsford, NY 10523-0935
518413709 +E-mail/Text: bkprpt@retrievalmasters.com Jan 18 2020 00:24:45
Retrieval-Masters Creditors Bureau, 4 Westchester Plaza, Suite 110,
Elmsford, NY 10523-1616
518251556 +E-mail/Text: home.sfbank-bankruptcynotice.083i01@statefarm.com Jan 18 2020 00:24:28
State Farm Bank, Attn: Bankruptcy, Po Box 2327, Bloomington, IL 61702-2327
518372817 +E-mail/Text: home.sfbank-bankruptcynotice.083i01@statefarm.com Jan 18 2020 00:24:29
State Farm Barnk, F.S.B., c/o Cenlar FSB, 425 Phillips Blvd., Ewing, NJ 08618-1430
518253886 +E-mail/PDF: gecsedirecoverycorp.com Jan 18 2020 00:30:12 Synchrony Bank,
c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
518413713 +E-mail/Text: bankruptcydepartment@tsico.com Jan 18 2020 00:25:37 Transworld Systems,
500 Virginia Dr, Ste. 514, Fort Washington, PA 19034-2733
518413712 +E-mail/Text: bankruptcydepartment@tsico.com Jan 18 2020 00:25:37 Transworld Systems,
5626 Frantz Road, Dublin, OH 43017-1559

TOTAL: 22

District/off: 0312-2

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 42

Date Rcvd: Jan 17, 2020

***** BYPASSED RECIPIENTS (continued) *****

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

518413706* +Credit Collection Services, 725 Canton Street, Norwood, MA 02062-2679
518413710* +United Collection Bureau, PO Box 1448, Maumee, OH 43537-8448

TOTALS: 0, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 19, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 16, 2020 at the address(es) listed below:

David L. Stevens on behalf of Debtor John F O' Donnell dstevens@scuramealey.com,
ecfbkfilings@scuramealey.com;dsklar@scuramealey.com;mmack@scura.com;lrichard@scura.com;lleon@scura.com;martinezcr93878@notify.bestcase.com;agouveia@scura.com
Denise E. Carlon on behalf of Creditor State Farm Bank, F.S.B. dcarlon@kmlawgroup.com,
bkgroup@kmlawgroup.com
Kevin Gordon McDonald on behalf of Creditor State Farm Bank, F.S.B. kmcdonald@kmlawgroup.com,
bkgroup@kmlawgroup.com
Marie-Ann Greenberg magecf@magtrustee.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 5